

The 4th July, 1970

No. 28GA/14/253.—Whereas the Governor of Haryana is satisfied that land specified below is needed by Government, at public expense, namely, for Constructing a metalled road from Balwal to Mangleshwar in Gurgaon District, it is hereby declared that land described in the specification below is required for the above purpose.

The declaration is made under the provision of section VI of the Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Collector, Haryana, Public Works department, Building, and Roads Branch, Ambala Cantt, or any other Special Collector authorised by the Colonisation Officer-cum-Special Land Acquisition Officer, Haryana is hereby directed to take orders for the acquisition of the said land.

Plans of the land may be inspected in the offices of the Land Acquisition Collector, Haryana, P.W.D. B. & R. Branch, Ambala Cantt. and the Executive Engineer, Provincial Division, Gurgaon during working hours.

## SPECIFICATIONS

Name of District	Name of Tehsil	Name of Village	Area in Acres	Remarks
Gurgaon	Rewari	Bawal	12.05	As demarcated at site.
Do	Do	Kheramurar	6.95	
Do	Do	Mangleshwar	3.60	
Total			22.60	

G. S. TANDON,  
Superintending Engineer,  
Gurgaon Circle. P. W. D. B. and R. Branch,  
Gurgaon.

## LABOUR DEPARTMENT

The 13th July, 1970

No. 5727-4Lab-70/20162.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following arbitration award of Shri D.A. Karan, Chief Conciliation Officer, Haryana (Arbitrator) in respect of the dispute between the workmen represented by the Saraswati Engineering Works Workers Union Yamunanagar and the Management of Indian Sugar and General Engineering Corporation, Yamunanagar.

BEFORE SHRI D.A. KARAN, CHIEF CONCILIATION OFFICER, HARYANA.  
(SOLE ARBITRATOR)

between

THE WORKMEN REPRESENTED BY THE A SARASWATI ENGINEERING WORKS WORKERS UNION YAMUNANAGAR AND THE MANAGEMENT OF INDIAN SUGAR AND GENERAL ENGINEERING CORPORATION, YAMUNANAGAR

## Appearance....

- (1) Shri Jai Kishan, General Manager (Production)
- (2) Shri M. Ahooja
- (3) Shri Roshan Lal Gupta
- (1) Shri G.C. Joshi
- (2) Shri Jaggan Singh
- (3) Shri Stinder Pal
- (1) Shri Uggar Sain

- (2) Shri Madhu Sudan Saran Cowshish

} On behalf of management  
 }  
 } On behalf of Saraswati  
 } Engineering Works Workers  
 } Union, Yamunanagar  
 } On behalf of the Saraswati  
 } Industrial Syndicate  
 } Workers Union, Y

## AWARD

*Vide* Haryana Government notification No. 2254-ASO-III-Lab-69/8560, dated 16th April, 1969. I was appointed as Sole-Arbitrator by the parties to arbitrate in respect of the following matters :

"Determination of Dearness Allowance with effect from 1st November, 1968 under Clause 3 of the Settlement-cum-Award, dated 25th October, 1963".

The General Secretary of the Saraswati Industrial Syndicate Workers Union made an application on 23rd April, 1969 that the union may also be made a party to enable them to plead the case of their members who are the workers of this factory.

After seeking certain clarifications, the request of this union was acceded to.

In response to the notices issued to the parties both the unions filed their statements of grounds in support of their claim. The management also filed their statement. The preliminary discussions were held on 3rd October, 1969 and after lengthy discussions the following issues were framed :

- (1) What should be the base and place for determination of the Dearness Allowance with effect from 1st November, 1968 under clause 3 of the settlement-cum-award, dated 25th October, 1963 consequent upon the stoppage of publication of cost of living index numbers at Ambala ?
- (2) How much Dearness Allowance the workmen are entitled to on 1st November, 1968 ?

The hearing of this case was fixed on different dates but it was postponed on the request of one or other party and ultimately it was held on 5th November, 1969 and again 20th January, 1970 on which dates the representatives of all the three parties were present.

Before the start of proceedings, it was pointed out to the parties that the case was referred to the Arbitration of Shri D.A. Karan, when he was posted as Deputy Labour Commissioner, Haryana. Now his designation had been changed to that of Arbitration Promotion Officer and whether the parties would still like to continue the case to be heard by the undersigned. All the three parties gave in writing that they had no objection to the continuance of the undersigned as an Arbitrator with the change of designation.

On 20th January, 1970 the statement of Shri Uggur Sain was recorded in which he stated that the prices of articles had gone high. Shri Madhu Sudan Saran Cowshish stated that he would file a statement within a week's time showing the prices of the various articles which had been published in the Haryana Gazette by the Director, Land Record, with a view to substantiate the statement of Shri Uggur Sain. He further assured to send a statement indicating the cost of living index number of Yamunanagar for the period from 1st November, 1967 to 31st October, 1968, no Reply was received from Shri Cowshish in this behalf within the specified period. A letter was written to Shri Cowshish on 3rd February, 1970 for furnishing the requisite information without any further delay, but he made a request for giving more time till the return of Shri Uggur Sain from his native town in Meerut District. Since nothing was heard from Shri Cowshish till the end of February, 1970 and in order not to delay the case any further, it was finally fixed for arguments on 12th March, 1970 at 11.30 a.m. Intimation to this effect was sent to all the parties under registered A.D. letters. On this date the representatives of the management and the representatives of the Saraswati Engineering Works Workers Union, Yamunanagar were present while no representative of the Saraswati Industrial Syndicate Workers Union, Yamunanagar turned up nor any communication was received. Consequently, the management gave their arguments and the union was allowed to cross examine the management. Thereafter, on the request of both the parties, the case was closed.

During the course of proceedings of the case, Shri Joshi on behalf of the Saraswati Engineering Works Workers Union, Yamunanagar had pleaded that it would be better if Ambala is substituted by Yamunanagar for the purpose of calculation of the cost of living index numbers which had also been suggested by the Assistant Director, Labour Bureau, Simla, in his letter No. 23/14/69-CPI/-I, dated 23rd October, 1969 (Exhibit-A). He also filed a statement giving the Consumer Price Index numbers of Yamunanagar starting from January, 1961 to 1969 taking base year 1960 as 100 (Exhibit-B). He pleaded that if on the basis of Yamunanagar figures, it is found that there had been increase of 10 points or more in the cost of living index numbers, the workers may be given increase in Dearness Allowance as per settlement Award, dated 25th October, 1963. He did not lead any further evidence in this behalf.

Shri Madhu Sudan Saran Cowshish stated that he agreed with the above contention of Shri Joshi but he wanted to supplement his evidence with additional facts and figures. He produced Shri Uggur Sain as his witness and assured to give data but did not give any material data to prove his contention that there had been a rise of 10 points or more in the cost of living index numbers during the period under dispute. He further did not produce the data issued by the Director, Land Record, stated to have been published in Haryana Gazette showing prices of various articles and a statement of Yamunanagar cost of living index numbers. Shri Cowshish had agreed on 20th January, 1970 to send the relevant details within a week's period but these were never sent by him till 12th March, 1970.

The representatives of the management stated that,—*vide* settlement-cum-award, dated 25th October, 1963 the management had introduced the scheme of paying dearness allowance which is reproduced as under :—

“for the future the wages of workmen drawing up to Rs 250 per month shall be linked with the cost of living index for Ambala. But the present wage structure including the *ad hoc* increment shall not be modified unless there is an increase or decrease of more than 10 points in the said index from the date of publication of the award of the arbitrator in which the wage structure will be made at the rate of 55 P. per point. The cost of living index shall be determined by taking the average for 12 months commencing from the publication of the award. The adjustment once made shall be open to readjustment only if there is further increase or decrease in the index in excess of 10 points.

The management representatives disclosed that since 1st November, 1963, they had paid a total of Rs 48.15 as Dearness Allowance to their workers. This amount included Dearness Allowance of Rs 22.95 paid on *ad hoc* basis,—*vide* settlement, dated 10th October, 1968 and 10th January, 1969 respectively in the absence of cost of living index for Ambala since June, 1967. He further argued that there had been no rise in the cost of living index number during the period from 1st November, 1967 to 31st October, 1968 and as such there was no justification for the grant of Dearness Allowance to the workers as per basis of settlement Award referred to above. He filed a comparative statement indicating the 12 months average consumer price living index numbers during the period 1968-69 as compared with the period 1967-68 at Pinjore and Bhiwani which show a rise of 0.8 at Faridabad 0.9 at Sonapat, 2.3 at Surajpur-Pinjore (Exhibit-C) and 2.8 at Bhiwani. He further stated that the Director, Labour Bureau, Government of India, Simla had been publishing the consumer price living index numbers of Yamunanagar on the base year 1960 as 100. The 12 months average in the Consumer Price Index at Yamuna Nagar during the period 1967-68 as compared with the period 1966-67 shows a rise of only 0.2. From whatever angle it may be taken, there has not been a rise of 10 points or more in the cost of living index during the period 1st November, 1967 to 31st October, 1968 in any of the above stations of Haryana. As such, there is no weight in the claim of the workers for the grant of Dearness Allowance on the basis of settlement-cum-award dated 25th October, 1963.

After giving due consideration to the above arguments of both the representatives of the management and the unions and also going through the documents produced by parties before me, I find that the parties to the dispute are of the view that consequent upon the stoppage of publication of consumer price index numbers at Ambala since June, 1967, the figures of Consumer Price Index Numbers issued from Yamuna Nagar may be adopted for the present and future calculation of Dearness Allowance in terms of settlement cum-award, dated 25th October, 1963. The first issue is therefore, decided accordingly that Yamuna Nagar may be adopted as the place for determination of the Dearness Allowance, consequent upon the stoppage of publication of cost of living index numbers at Ambala.

As regards the second issue, regarding grant of Dearness Allowance to the workers on 1st November, 1968, the issue is decided against the union as there had not been a rise of 10 points or more in the cost of living index numbers during the period in question, i.e., from 1st November, 1967 to 31st October, 1968 in terms of settlement-cum-award, dated 25th October, 1963.

The 17th June, 1970

D.A. KARAN,  
Sole Arbitrator.

The 14th July, 1970

No. 5902-4Lab-70/20444.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following arbitration award of Shri Kanwal Singh, Labour-cum-Conciliation Officer, Sonapat (Sole Arbitrator) in respect of the dispute between the workmen and the management of M/S Krishana Foundry Engineering Works, Samalkha.

#### BEFORE SHRI KANWAL SINGH LABOUR-CUM-CONCILIATION OFFICER, SONEPAT (SOLE ARBITRATOR)

**Present.**—(1) Shri Suraj Bhan, Partner alongwith Shri R.L. Gupta authorised representative for the management.  
(2) Shri Raghubir Singh, Secretary, Engineering and Textile Workers Union, Faridkot for the workmen.

In the matter of Industrial dispute between the workmen and the management of M/S Krishana Foundry Engineering Works, Samalkha.

Consequent upon an agreement under section 10A of the Industrial Disputes Act, 1947, the Government of Haryana—*vide* its notification No. 28955-61, dated 28th October, 1969 referred the following industrial dispute for arbitration:—

(1) "Whether Sarvshri Nafesingh, Jai Pal, Pan, Sher Singh, Dharama and Dharam Pal have resigned of their own will? If not, what relief?"

(2) "Have these workers actually received wages for the month of June, 1969 or not?"

Usual notices were issued to the parties who submitted their statement of claims, written statement. On the pleadings of the parties following issues were framed:—

(1) Whether the agreement under section 10A does not comply with the statutory provisions and as such it is null and void?

(2) Whether the Settlement u/s 10A is null and void, as it has not been published within a period of one month and hence the reference itself is bad in law?

(3) Whether Shri Nafesingh, Jaipal, Pan, Bhira Singh, Dharam Pal and Dharama have resigned of their own will, if not, to what relief they are entitled and whether their wages for the month of June, 1969 have been paid.

After the framing of issues the parties were directed to produce their evidence which they did. During the course of evidence various documents have been produced by both the parties. After having heard the arguments of the learned representatives of the parties my findings are as under:—

*Issue No. I and II.*—These issues arose out of the objections raised by the management on the grounds that the arbitration agreement was not in the prescribed form so much so that it does not indicate any endorsement in the settlement itself that copies were sent jointly to the Government and other authorities prescribed under rules. It was further contended that in case the settlement was sent to the Government by the Conciliation Officer after it was signed on 10th July, 1969 it has been published on 28th October, 1969 and the Conciliation Officer could not take a period of two months in sending settlement to the Government for publication. The representative of the workmen argued that since the settlement was arrived at with the assistance and in the presence of the Conciliation Officer, it was not necessary for the parties to send copies to the Government etc and the Conciliation Officer should have set the copies himself. As regards the objection that it was not published within one month as required under the statutory provisions of Section 10A (3). It was argued that there is no evidence to as to the date on which the settlement reached the Government. In my opinion, both the parties settled to refer the matter for arbitration before the Conciliation Officer and the objections of the management are too technical. There is no force in the objections and I, therefore, decide issue No. I and II against the management.

*Issue No. III.*—In support of this issue Shri Roshan Lal, Partner appeared as a witness and stated that Ex-M/1 and M/2, the resignations of Nafe Singh and Jaipal were received on 3rd July, 1969 and were accepted,—*vide* Ex-M/1 and M/2. The other four workmen submitted their resignation on 4th July, 1969,—*vide* Ex-M/3 to M/6 which were accepted,—*vide* his orders Ex-M/3/3 to M/6/6 on the same date. He put up the resignations before the other partner Shri Suraj Bhan on his arrival in the factory in the afternoon of 4th July, 1969 and told him that the workers were insisting for clearance of their accounts on the same date. According to him all the workmen were paid on the same date except Shri Nafe Singh who did not turn up. The full and final receipts furnished by the workmen are Ex-M/7 to M/11. These receipts were stated to be written by the workers out of the five and were signed in his presence. Shri Kishan Lal and Badlu Ram were stated to be present at the time of payment. During cross-examination, the witness was not asked even a single question that the workmen did not submit their resignations voluntarily or they were not paid their amount or that their signatures obtained under threat. The workmen put much stress on the use of ink in Ex-M/7 to M/11. The second witness Shri Suraj Bhan Partner has corroborated the statement of Shri Roshan Lal on all material points, that the payment was paid to the workmen on his asking Shri Roshan Lal to clear off their dues and has proved Ex-M/7 to M/11. The case of the workmen was that Shri Roshan Lal and Suraj Bhan both called them in the office and got their signatures on the blank papers or got their resignations written on 4th July, 1969. A suggestion was put to Shri Suraj Bhan that he called the workmen one by one and got their resignations under threat. This suggestion was denied on the ground that he was not present in the factory when the resignations were submitted. Surprisingly they cross-examined the witness about the payment of wages register and attendance register etc. but they did not ask any question to Shri Roshan Lal who actually maintains registers. The workers during the course of cross-examination of the witness wants me to believe that Shri Suraj Bhan alone called them in the office and took their resignations under threat but this contention is quite contrary to their own pleadings. Shri Badlu Ram, Member of Panchayat has also proved his witness on Ex-M/7 to M/11.

In rebuttal all the workmen concerned have appeared as their own witnesses. The 1st witness Shri Bhira Singh has stated that he joined on 5th June, 1969. There were some documents pending. After rest interval he was called by Shri Suraj Bhan in the office where Shri Roshan Lal was also present. The door was closed and he was threatened to sign resignation letter and at two places in the wages Register. He has accepted his signatures on M/6 and M/11 and M/12 and M/13. He has also accepted that Exhibit M/11 the full and final receipt was in his own hand but Exhibit M/6 was not in his hand. In his complaint Exhibit W/11 he has mentioned that he was made to scribe his resignation under threat and was asked to sign at two places in the register of payment of wages.

He has admitted to have scribed his resignation but curiously during his witness before me he has denied that the resignation Exhibit M/6 was in his own hand. He has not mentioned in the complaint that he passed on the full and final receipt Exhibit M/11 but before me he has admitted the document. In his cross-examination he again accepted the scribing of Exhibit M/6 to M/11 in his own hand. The workers thus changing his stand on all stages and therefore can not be relied upon. The second worker Shri Jai Pal has satated that he too was called in the office at 2-00 p.m. and kept till 6-00 p.m. According to him, no other worker was called in the office during his period whereas both the partners also remained with him in the office. A perusal of his original complaint Exhibit W/14 and his statement before me is quite contradictory. In his complaint that he wrote his resignation under threat in his own hand but before me he stated that it was on blank paper. He has not stated in his application that his signatures were obtained in any other paper but he has accepted the full and final receipt Exhibit M/7, duly signed by him. The resignation Exhibit M/1 is clearly dated 3rd July, 1969 and accepted in the same date. Shri Roshan Lal has stated that he was not even on duty on 4th July, 1969 and only came to collect his wages. No question was put to Shri Roshan Lal on this point. The third witness Shri Diwan Singh S.H.O., Samalkha has stated that he did receive applications Exhibit W/11, W/14 to W/17 but no action was taken as these were not cognizable under any offence. He has not stated that he did call the management on phone. This witness is of no value to the workmen. The fourth witness Shri Pan has stated that he was called in the office on 4th July, 1969 at 2-00 p.m. He stated that under threat he signed on one blank paper and at two places in the register. During cross-examination he stated that he was kept in the office for 1/2 hour and no other worker was present there. He has denied his signatures on Exhibit M/8 but has accepted on M/3. After going through his signatures on both the documents, it is clear that they are in one hand. Moreover, the documents have proved by Shri Roshan Lal and Shri Badlu Ram and also Shri Suraj Bhan. On his original complaint Exhibit W/15 he has mentioned that he was forcibly asked to sign on a blank paper and at two places in the register. According to him he put his thumb impression on the blank paper and the register. However, in his statement before me he stated that he signed Exhibit M/3 which is in Hindi. How can such a witness be believed who can tell lie to such an extent. The 5th witness Shri Dharna has stated that on 4th July, 1969 he called at 4-45 p.m. in the office where Sarvshri Roshan Lal and Suraj Bhan asked him to put his Thumb on some papers at 3 places and on his refusal his thumb mark was put on the paper forcibly. In his complaint Exhibit W/16 and W/17 he stated that on 4th July, 1969 he was called in the office in the noon and got his resignation and signatures on the register under threat whereas now before me he has stated that he was called in the evening at 4-45 p.m. and was threatened that either he should thumb mark his resignation etc. or else he would be involved in a theft case but during his oral statement before me he has stated that on his refusal to sign the papers Shri Roshan Lal forcibly caught his hand and put his thumb impression on these papers. He further stated that after coming from the Police Station he went to the factory on the next day and was allowed to resume duty but Sarvshri Ramdas and Charandas were turned out. He again stated that he was not allowed to resume duty but he alongwith other workers resorted to strike for several days and then went to their houses. He states that when the strike was called off, the Labour Officer, Karnal told that their case has been sent for further necessary action to Government. His own statement is quite contradictory to his own complaint. There was neither any strike nor there is any evidence that the Labour Officer, Karnal came there to tell him anything. He has recognised. That Exhibit M/5 bears his thumb impression although he has stated that it was on blank paper but the next witness Shri Dharama who is also a contestant has admitted that the resignation of Shri Dharama was scribed in his hand. There is no substance in his statement which is a clear lie. The next witness Shri Dharama Pal in his complaint Exhibit W/17 stated that on 4th July, 1969 he was called in the office at Noon and got his resignation scribed and got his signatures in two places in the register under threat of involving in a theft case and shoe beating. In this statement before me he has stated that he was called in the office at about 4-00 p.m. and under threat he scribed the resignation and signed the wages register at two places. He has admitted his resignation but denied his signatures on Exhibit M/10. He has clarified that the time 3.45 is called as evening and not noon. He states that the time given in his complaint Exhibit W/17 was in correct. According to him the Labour Officer, Karnal came at the factory gate on 13th or 14th of July, 1969 and asked them to leave the Dharna and they all agreed to his suggestion. The agreement itself was arrived at on 10th July, 1969. It is not under stood as to why there was a Dharna till 13th or 14th of July, 1969 after the agreement. The material point in his statement is that he has differed the timing in his complaint and oral statement. Further he himself states that his resignation was taken under force while admits that even the resignation of Shri Dharna Exhibit M/5 is written in his own hand. The next witness Shri Nafe Singh has stated that his signatures too were obtained on 4th July, 1969 on the resignation at about 2-00 p.m. under threat of involving in a theft case. According to him he was immediately turned out of the factory and remained in his house for 3 or 4 days. He has stated that he got his complaint Exhibit W/18 written on 8th July, 1969 and a copy was sent to the management, Labour Officer, Karnal and the union. During cross-examination he stated that 1st copy of Exhibit W/18 was sent to the management and handed over to Shri Roshan Lal. Again said, it was sent under Registered cover but he has lost the receipt. The application was written in pen, its copies were also written with pen. The receipt of Exhibit W/19 sent to the Labour Officer, Karnal was also lost. When the witness was confronted with Exhibit W/18 he admitted that it is in pencil and not in pen. He also admitted that date on the Exhibit W/18 is also overwritten. He states that he has not retained any copy of Exhibit W/18 and the copy placed on record was the same as retained by the union. He has further stated that after 4th July, 1969, he neither approached the management for employment nor met any Partner thereafter. The copy Exhibit W/18 is itself original and the back of it show that its carbon copies were prepared. This exhibit was not put to the management and has only been submitted at the time of the statement of the workers and is clearly made out after the reference. The resignation Exhibit M/2 accepted by the workers is itself dated 3rd July, 1969 whereas he wants me to believe that his resignation was got on 4th July, 1969. As regards his wages, the management has already stated that he did not turn up to collect the same after submitting his resignation.

The workmen have also produced Shri Moti Ram in support of their case who stated that he was brought in the factory for employment on 15th May, 1969 and the management told him that they wanted to shunt out all the workers who are members of the union. There were 20/22 workers in the factory since 24th/25th May, 1969 and Shri Suraj Bhan told him that they have done their work, and was told that they got the resignations of the workers. The witness is clearly unbelievable. The workers themselves have stated that they were re-employed on 5th June, 1969 whereas the witness states that the management had talked about their shunting out on 15th May, 1969. Moreover, the witness is agrieved as same case is pending between him and the management before the Authority under the Payment of Wages Act in consistence with him contract deed and the pronote for Rs. 2000. The last witness Shri Raghbir Singh, Secretary of the Union in his statement has produced certain documents to show that some disputes were pending vide demand notice dated 6th June, 1969 and 12th June, 1969 and that this settlement under Section 10A was arrived at before the Conciliation Officer. During the course of cross-Examination he stated that the management closed the factory in January, 1969 for which a demand notice was served regarding the closure as illegal and unjustified and that demand notice was withdrawn as the union was not able to establish the malafide intention of the management. The management on 5th June, 1969 re-employed the workmen concerned on less favourable conditions than prevailing before January, 1969 and as such the workers were agrieved. The management was not ready to pay according to their wage and their mode of payment was changed into piecated. The workmen thus served a demand notice dated 6th June, 1969 when confronted with the demand notice, he admitted that he does not contain any such demand as stated by him now. He has admitted that he was conducting the case of the workers right from 4th July, 1969 but no question was put to Shri Suraj Bhan on the issue. He stated although it is correct that no grievance was sent to the management in writing about the particular question of reduction in status or designation but the workers were agrieved. He has admitted that he did not know whether the workers were happy but they wanted to work. On a particular question put to him he has denied that the union or workmen had made a plan to resign and receive wages and then make false complaints to harass the management. He also stated that he know about the alleged forcible signatures as mentioned in the complaint but he did not confront Shri Roshan Lal on the point.

The above substance of the evidence clearly shows that although the management after having closed the factory in January, 1969 was not legally bound to re-employ the workers as the termination on closure is not retrenchment but the management with all its bonafides offered them re-employment at the agreed terms and conditions, which was never questioned in writing. It is also on record that the workers after re-employment took a defiant attitude of slow down for which they were charge sheeted and they replied in an insolvent manner. As per the statement of Shri Raghbir Singh, they were themselves agrieved and were not willing workers from their statements which are contradictory to each other. They could not substantiate their claim that any force was used for getting their signatures or they were not paid their wages. They have purposely omitted the execution of receipts Ex-M/7 to M/11 in their complaints but most of them have been admitted before me. The statement of Shri Jaipal that he remained in the office with management from 2.00 p.m. to 6.00 p.m. and no other worker came in the office during that period nullified the statements of all workers. As against the evidence of workers, the statement of Shri Roshan Lal and Suraj Bhan appears to be quite natural and based on documentary evidence and I fully believe the statement of Shri Roshan Lal that all the workmen concerned submitted their resignation of their own accord and received their wages on 4th July, 1969 except Shri Nafe Singh, who did not turn up. I am also convinced that resigning and receiving their wages was pre-planned to harass the management. I, therefore, decide issue No. III against the workers and they are not entitled to any relief. Shri Nafe Singh, can, however, receive his wages due from the management.

No order as to cost.

Dated 1st June, 1970.

(KANWAL SINGH),  
Labour Officer-cum-Conciliation Officer,  
Sonapat.  
(Sole Arbitrator)

Endorsement No. 1660, dated the 3rd July, 1970.

Forwarded to the Secretary to Government, Haryana, Labour and Employment Departments, in triplicate as required under section 15 of the Industrial Dispute Act for publication in the official Gazette.

(KANWAL SINGH),  
Labour Officer-cum-Conciliation Officer,  
Sonapat.  
(Sole Arbitrator)

B.L. AHUJA,

Secretary to Government, Haryana,  
Labour and Employment Departments.